

GENERAL PROCUREMENT CONDITIONS; ORA drive GmbH, Mannesmannstraße 1, D-64372 Ober-Ramstadt

1. VALIDITY OF THE PROVISIONS
  - 1.1. The cooperation between Podkrižnik d.o.o. (hereinafter referred to as: the buyer) and the supplier is regulated in accordance with these General Procurement Conditions. Any changes and amendments to these conditions must be made in writing.
2. ORDER AND SUPPLY OF PARTS, COMPONENTS, FINISHED PRODUCTS, GOODS AND SERVICES (hereinafter referred to as: products)
  - 2.1. The buyer provides the supplier with an order as:
    - a) A fixed order;
    - b) A delivery plan with partial recall;
    - c) In other agreed manner.

Upon the prior written consent by the buyer, and insofar as the supplier's information technology allows this, the supplier may obtain the needs for orders, partial recalls or appropriate technical and technological documentation with direct entry into the customer information system database.
  - 2.2. The supplier will confirm the orders in accordance with the terms of the delivery contract concluded with the buyer. In the event that they fail to do so and do not reject the order or the recall in writing within three days of receiving the order, the order shall be regarded as confirmed.
  - 2.3. The agreed delivery deadlines are mandatory for the supplier, with the starting date for the deadline being the decisive date of the order.
  - 2.4. The buyer reserves the right to withdraw from the contract at any given time providing that they settle the costs incurred, and the reason for the withdrawal does not need to be specified.
  - 2.5. The supplier undertakes to deliver their products on the basis of purchase orders, delivery plans or on another agreed basis within the prearranged delivery terms. In case of larger quantities, the buyer and the supplier can agree on successive supplies.
  - 2.6. For each delivery, the supplier must enter the name of the supplier, the number of the buyer's order or the delivery plan, or the data on other agreed method, the customer's product identification number and the exact product name for all dispatch documents and invoices.
  - 2.7. The delivery takes place in accordance with the purchaser's instructions on the delivery to the address indicated on the order. For the products supplied, the form of origin of the product must be attached to the shipping documents. The buyer will not accept deliveries without the relevant shipping documentation.
  - 2.8. The supplier is obliged to immediately notify the buyer of any expected or actual delay of delivery. Such notice to the buyer does not exclude the consequences of the delay.
  - 2.9. Delivered quantities that are either larger or smaller than ordered will not be accepted by the buyer.
  - 2.10. The supplier shall bear all costs for special measures in the event of delays (e.g. airline or express mail, etc.). The supplier must also reimburse all other costs incurred as a result of:
    - a) Deviations from the agreed delivery date and
    - b) inadequate declarations of origin of the product.
  - 2.11. In the case of early deliveries, products may be returned at the supplier's expense or payment may be delayed until the agreed delivery date is used to determine the agreed payment period. In accordance with the agreed response time, the buyer has the right to change the quantities and deadlines of the orders.
  - 2.12. Products must be properly and safely packaged for transport in the agreed units. Unless otherwise agreed, the packaging is not returned and is included in the price. At the request of the buyer, the supplier must provide specified information on the material of the dispatched packaging. For damage to products that would result from unsuitable packaging, the supplier will be responsible.
  - 2.13. The supplier bears the consequences in the event that the product is lost prior to entering the customer's warehouse. The supplier will be reimbursed for the product's insurance costs if the buyer has requested the insurance.
  - 2.14. The buyer does not bear the transportation costs, unless otherwise agreed in writing. The supplier is liable for damage caused by transportation.
3. ORDERING AND SUPPLY OF MATERIAL FOR CONTRACT PRODUCTS
  - 3.1. As a rule, the supplier of contracted and ordered products purchases the material that must be of the prescribed quality. By agreement, the buyer can buy the prescribed material for the contract products and hand it to the supplier on the basis of orders for processing.
  - 3.2. If the material is supplied by the buyer, the supplier undertakes to pay all the costs and other charges related to the purchase of the material in the event that he fails to deliver the products in accordance with the agreed norms.
4. PRICES
  - 4.1. The price consists of the price of the product, taking into account the agreed delivery terms. At the request of the buyer, the supplier must reveal the value of individual items contained in the product price.
  - 4.2. Without the written consent by the buyer, no price increase shall be made due to a change in the prices of individual items, the failure of the supplier to achieve the planned cost reduction or productivity improvement, or any increase in the supplier's labour costs, total and other costs.
5. DEADLINE AND PAYMENT METHOD
  - 5.1. The supplier must provide the buyer with an invoice for the products delivered no later than one day after the goods are taken over at the customer's warehouse or after the service has been provided.
  - 5.2. The customer will not accept invoices without the customer's order number and all the information identical to the data on the dispatch documents (Section 2.6), and they will be rejected.
  - 5.3. The invoice is also not acknowledged or is rejected if the origin of the product is not stated on the invoice or on the attached internationally valid customs form. This is not the case when a long-term or annual declaration for a particular product is agreed with the supplier.
  - 5.4. The received product will be paid for by the buyer within 90 days or within another deadline set in the contract, counted from the date of the issue of the invoice. If the invoice is rejected, the payment deadline starts to run on the day the dispute is resolved or on the date of receipt of the undisputed invoice.
  - 5.5. Without the prior written consent by the buyer, the supplier is not entitled to assign claims to the buyer to third parties or to recover a claim through third parties.
  - 5.6. In the event of a complaint, the obligation of the buyer to pay for the advertised products and services is idle until the reclamation is resolved.
6. QUANTITATIVE AND QUALITATIVE TAKEOVER
  - 6.1. The takeover of an individual item is carried out at the buyer's acquisitions department.
  - 6.2. The quantity and quality inspection is carried out by the buyer.
  - 6.3. The products must be manufactured on the basis of the valid quality documentation (hereinafter referred to as: quality documentation), such as PPAP, APQP, QAA, PZK, drawings, bids, specific customer requirements and other information provided by the buyer to the supplier at the first regular order or immediately upon modification. The aforementioned quality requirements and the technical documentation are indicated on the order forms or delivery plans received by the supplier before the batch is started.
  - 6.4. The products are taken over by the buyer with the dispatch documents only on condition that their characteristics are in accordance with the order and the conditions specified in the quality documentation.

- 6.5. In cases where the supplier supplies only a general declaration of suitability of the consignment but does not state the specific data required in accordance with the quality agreement, they are obliged to provide it at least once a year to the buyer, keep all the originals and forward them to the customer at their additional request.
- 6.6. The quality assurance system is defined in the quality agreement.
- 6.7. The supplier guarantees that the supplied products comply with the required technical conditions, have agreed-upon or guaranteed properties, and enable suitable and proper operation without error. The supplier further guarantees the quality and suitability of the delivered products in terms of material, manufacture, storage and proper storage time.
- 6.8. The products are advertised by the buyer when the supplied products do not meet or only partially meet the required technical conditions and other specified requirements or do not have all the agreed-upon or guaranteed properties or do not allow suitable and proper operation without error. Exceeding the permissible error limits specific to a certain product can be determined on the basis of:
- An analysis of random samples performed by the buyer himself or by another buyer;
  - Routine product reviews;
  - CallRate analysis (analyses of advertised products);
  - Market complaints;
  - Or by any other applicable means.
- 6.9. In the case of complaints based on conceptual or structural errors, the buyer initiates measures to eliminate the cause of errors. The supplier is obliged to perform the changes without delay.
- 6.10. In the case of errors arising from the construction or installation of defective products, the supplier assumes responsibility for the elimination of these defects and their consequences. The buyer must approve the corrective measures in writing.
- 6.11. In the case referred to in the preceding paragraph, the supplier must, at his own expense and on his own responsibility, replace the defective products. He also carries the cost burden of repairing the customer's products, where the supplier's defective products have been installed.
- 6.12. The buyer will forward a message on the complaint case via the standard complaint form no later than 21 days after the error is detected. The supplier must complete the form and return it to the buyer within 3 days of receipt.
- 6.13. The buyer has the right to request the elimination of errors or the supply of new impeccable products within 24 hours of receipt of the complaint. If, due to the supply of defective products, the production process is threatened and there is no time for the supplier to eliminate defects or replace defective parts, the buyer has the right to proceed to the sorting and repair of products himself, to demand a reduction in the purchase price or to withdraw from the contract.
- 6.14. In the case of the need to demonstrate the quality of the products at issue with a third party, the supplier charges all the costs of proof. Third parties are quality control and testing institutions that are not in the organisational structure of the buyer or supplier.
- 6.15. The supplier supplies a quality guarantee for contract products for a period of at least 24 months.
7. LIABILITY FOR FAILURE TO COMPLY WITH OBLIGATIONS
- 7.1. The customer charges the supplier for the sorting of contractual products arising from the complaint at a price of EUR 25 per hour. Before starting the sorting process, the buyer must inform the supplier.
- 7.2. For each determined deviation from the agreed quality and delivery conditions, the customer charges a flat rate of EUR 300.
- 7.3. If the supplier is late with the supply of products, the buyer has the right to charge a contractual penalty for undelivered products at the rate of 1% of the value of the undelivered product for each day of delay, but only up to 15% of the value of the undelivered product.
- 7.4. In the event of a delay in supplies, the buyer may also require the supplier to compensate for the damage caused by the halt in production.
- 7.5. Buyer's orders may not be forwarded, either in part or in full, to the subcontractors without the buyer's explicit written authorisation.
8. COMMERCIAL SECRECY AND PROTECTION OF INTERESTS
- 8.1. All the information and all business, technical, commercial, production and other documentation that the supplier acquires in connection with the supply of products and services to the buyer constitute commercial secrets. The supplier may not provide any third party with any business or other information obtained from the buyer or in the documentation provided by the buyer.
- 8.2. All drawings, models, materials, calculations, other information, all other documents, aids and tools provided by the buyer to the supplier for the execution of the contract are the property of the buyer and may not be reproduced, transferred to third parties or used for the execution of orders by third parties. At the request of the buyer, the supplier is obliged to return them immediately.
- 8.3. The supplier must keep all submitted documentation, utilities and tools in such a way as to prevent copying, theft, destruction, damage or any other interference, and do everything necessary to protect the property and other interests of the buyer.
- 8.4. Any products made by the supplier for the buyer, for example, hardware or software that has been developed on behalf of the buyer for their needs, passes to the buyer with all the rights, including all rights to exploit copyright works. The supplier is obliged to deliver the software as a stand-alone product or in conjunction with the hardware designed for the buyer to the buyer, including the source code and all the documentation necessary for the use and maintenance of the software.
- 8.5. The supplier must protect the business secrets and interests, as defined in points 8.1, 8.2, 8.3. and 8.4., and compel the sub-suppliers to do the same.
- 8.6. The name of the supplier or their logo may appear on products manufactured at the customer's request only with their explicit written consent. Such consent applies only to the case for which it is given.
- 8.7. In the event that third parties' legally protected rights have been violated during the production of supplied products, the supplier will pay the buyer appropriate compensation in the case of disputes concerning the supplied products.
9. GUARANTEE OF MANUFACTURER'S RESPONSIBILITY
- 9.1. With regards to the agreed contractual products, the supplier must take out liability insurance for the manufacturer, and cover all the insurance costs on a regular basis.
10. OTHER PROVISIONS
- 10.1. If the contract does not indicate otherwise, the supply or service is delivered to and paid for at the buyer's headquarters.
- 10.2. These general purchasing terms and conditions apply regardless of whether the supplier sends their general terms and conditions when submitting the offer. Deviations from the general purchasing conditions of the buyer are taken into account only if they are agreed to in writing.
- 10.3. Potential disputes are settled by mutual agreement between the buyer and the supplier. In the event that an agreement is not possible, the dispute shall be settled by the court that has jurisdiction over the place where the buyer is headquartered.
- 10.4. These general terms of purchase and the contracts referring to them shall be assessed and exercised in accordance with the law of the Republic of Slovenia.
- 10.5. Suppliers must supply goods in accordance with the company's environmental requirements that are available at the company's headquarters.
- 10.6. The buyer's firms and trademarks, to which the buyer is entitled, may not be used for advertising purposes without his written consent.